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NOTES OF CASES.

NEGOTIABLE PAPER—NEGOTIABILITY.—The negotiability of obligations secured by mortgage due on or before a certain date is held by the Supreme Court of the United States in *Dickerman v. Northern Trust Co.* (U. S. Adv. Sheets, 311), to be unaffected by a provision making them redeemable by instalments determined by drawings.

SERVICE OF PROCESS ON PRISONER.—The fact that a person is confined in jail for default of bail in a criminal case is held in *White v. Underwood* (N. C.), 46 L. R. A. 706, not to prevent service upon him of a summons in a civil action, with an order of arrest and bail ancillary thereto. With this case is a note reviewing the authorities on the service of process on prisoner.

CONSTITUTIONAL LAW—DISCRIMINATION BETWEEN WHITE AND NEGRO SCHOOLS.—Denying an injunction against maintaining a high school for white children without maintaining one for colored children also, when the failure to provide the latter is due to lack of funds sufficient to do that and also maintain sufficient primary schools for colored children, is held, by the Supreme Court of the United States in *Cumming v. County Board of Education* (U. S. Adv. Sheets, 197), not to constitute any denial to colored persons of the equal protection of the laws or equal privileges of citizens of the United States.

CHANCERY PRACTICE—DOMINUS LITIS.—The right of one who brings an action on behalf of himself and others similarly situated, to compromise, abandon, or discontinue it at his pleasure, is sustained in *Hirshfeld v. Fitzgerald* (N. Y.), 46 L. R. A. 839, until such time as a creditor similarly situated has procured an order to be made a party to the action or served a notice of motion to be brought in, or until interlocutory judgment is entered. With this case is a note reviewing the authorities on the plaintiff's control of suit brought for all similarly situated.

To the same effect, see *Piedmont etc. Ins. Co. v. Maury*, 75 Va. 511.

NEGOTIABLE PAPER—TAKING AFTER MATURITY.—The fact that negotiable paper is overdue when transferred in the usual course of business by an indorsee having all the indicia of an absolute title, but who holds it in fact only as collateral security, is held in *Young Men's Christian Ass'n Gymnasium Co. v. Rockford Nat. Bank* (Ill.) 46 L. R. A. 753, not to subject the title of the transferee, who takes it after maturity, to the latent equities existing in favor of third parties against the person holding the paper as collateral. With this case there is a very elaborate note showing the state of the authorities on this somewhat mixed question of the rights of the holder of negotiable paper transferred after maturity.

PRINCIPAL AND AGENT—KNOWLEDGE OF AGENT.—The fact that the payee of a note is cashier of a bank which discounts it is held, in *National Bank of Commerce v. Feeney* (S. D.) 46 L. R. A. 732, insufficient to charge the bank with his